

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ALEXANDRA LARDIS, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

COLUMBIA UNIVERSITY,

Defendant.

Civil Action No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Alexandra Lardis (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant Columbia University (“Columbia” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to the allegations specifically pertaining to herself, which are based on personal knowledge.

**NATURE OF THE CASE**

1. Plaintiff brings this action against Defendant as a result of Defendant’s failure to safeguard and protect the confidential information of Plaintiff and the other members of the Class — information such as Social Security Numbers, date of births, financial information, and/or other personal information that can be used to perpetrate identity theft — in Defendant’s custody, control, and care (the “Sensitive Information”).

2. Defendant’s failure to safeguard and protect the Sensitive Information is in direct contrast to the representations made in its data retention policies, as more fully detailed below.

3. Plaintiff is a former student at Columbia. As a condition of Plaintiff’s attendance, Plaintiff was required to and did supply Sensitive Information to Defendant, including, but not limited, to her Social Security Number, date of birth, financial information, and other personal

private data.

4. Unbeknownst to Plaintiff, Defendant did not have sufficient cyber-security procedures and policies in place to safeguard the Sensitive Information it possessed.

5. Indeed, Defendant disclosed Plaintiff's and Class Members' Sensitive Information to a third-party, Progress Software, which had a security vulnerability in its MOVEit File Transfer solution, a system which was used by Defendant. Cybercriminals were able to gain access to Columbia data through the MOVEit vulnerability, including Plaintiff and Class Members' Sensitive Information, on approximately May 30, 2023,<sup>1</sup> thereby gaining access to Class Members' Sensitive Information, including Plaintiff's (the "Data Breach"). Plaintiff and members of the proposed Class have suffered damages as a result of the unauthorized and preventable disclosure of their Sensitive Information.

6. Indeed, following the Data Breach, Plaintiff experienced three separate fraud issues with her credit card account.

7. But this case is not about Progress Software's malfeasance – it is about Columbia's. Defendant failed to adhere to its own cybersecurity protections and protocols that were created to protect the Sensitive Information of students entrusted into Defendant's custody and care. Without this failure, (1) Plaintiff and the putative class members' data would not have been compromised, (2) the scope of Sensitive Information accessed by bad actors would have been greatly mitigated, and/or (3) Plaintiffs and putative class members could have taken remedial actions much more quickly and prevented fraud issues such as those experienced by Plaintiff.

8. This lawsuit seeks to redress Defendant's failure to adhere to its cyber-security

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<sup>1</sup> <https://oag.ca.gov/ecrime/databreach/reports/sb24-574028> (last accessed Nov. 8, 2023).

policies, leading to and worsening the disclosure of the Sensitive Information of all persons affected by this Data Breach.

### **PARTIES**

9. Plaintiff Alexandra Lardis is a resident of New York, New York, who holds two degrees from Columbia University, from 2018 and 2020 respectively. Plaintiff's Sensitive Information was compromised in the Data Breach.

10. The Data Breach occurred on approximately May 30, 2023, and Defendant was notified of the Data Breach shortly thereafter.

11. On July 21, 2023, Plaintiff was notified of a fraud issue with her credit card account. Specifically, a criminal attempted to spend over one-thousand dollars of Plaintiff's money using her credit card, without Plaintiff's knowledge or consent.

12. On July 22, 2023, Plaintiff was notified of a second fraud issue with her credit card account. Specifically, a criminal attempted to spend over eight-hundred dollars of Plaintiff's money using her credit card, without Plaintiff's knowledge or consent.

13. As a result of both incidents, Plaintiff had to spend numerous hours over the following weeks working with her bank to investigate the fraudulent activity, and to receive a new credit card.

14. Immediately after receiving her new credit card, Plaintiff suffered a third fraud attempt, where a criminal attempted to use Plaintiff's new credit card, without Plaintiff's knowledge or consent.

15. This third fraud attempt required Plaintiff to, once again, spend several hours over several weeks to work with her bank to investigate the fraudulent activity, and to receive a new credit card.

16. Plaintiff had never experienced identity, credit, or financial fraud or theft prior to the Data Breach.

17. Plaintiff had never had any of her personal information or Sensitive Information exposed in a Data Breach prior to the May 2023 Data Breach.

18. Plaintiff was **never** warned by Defendant that her Sensitive Information had been compromised. To make matters worse, Defendant has **still** not sent out notification letters to Plaintiff — nor **any** other Class Member — concerning the Data Breach.

19. This is despite documentation showing that the Data Breach did affect Columbia University.

20. Indeed, in September 2023, the National Student Clearinghouse submitted information to the California attorney general’s office showing that “nearly 900 colleges suffered a data breach during the mass hack of the file-sharing tool MOVEit...”<sup>2</sup>

21. In doing so, the National Student Clearinghouse submitted a “List of Affected Organizations,” as an attachment to their filing.<sup>3</sup>

22. That list, attached as **Exhibit A**, identifies Columbia University as one of the colleges affected by the Data Breach.

23. Defendant Columbia University is a private university located in New York, New York.

### **JURISDICTION AND VENUE**

24. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class,

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<sup>2</sup> <https://www.highereddive.com/news/move-it-900-colleges-breach/694835/> (emphasis in original) (last visited Nov. 6, 2023).

<sup>3</sup> <https://oag.ca.gov/ecrime/databreach/reports/sb24-574028> (last visited Nov. 6, 2023).

as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

25. This Court has personal jurisdiction over Defendant because the wrongful conduct giving rise to this case occurred in, was directed to, and/or emanated from this District, and because a substantial portion of the events giving rise to Plaintiff's claims occurred in this District, including Plaintiff's provision of her Sensitive Information to Defendant.

26. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this claim occurred in this District.

### **FACTUAL ALLEGATIONS**

#### ***The Risks of Data Breaches and Compromised Sensitive Information are Well Known***

27. Defendant had obligations created by contract, industry standards, common law, and representations made to current, former, and prospective students to keep Plaintiff's and Class Members' Sensitive Information confidential and to protect it from unauthorized access and disclosure.

28. Defendant's data security obligations are and were particularly important given the substantial increase in cyberattacks and/or data breaches widely reported on in the last few years. In fact, in the wake of this rise in data breaches, the Federal Trade Commission has issued an abundance of guidance for companies and institutions that maintain individuals' Sensitive Information.<sup>4</sup>

29. Moreover, in 2007, Columbia University suffered a data breach, resulting in the

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<sup>4</sup> See, e.g., *Protecting Personal Information: A Guide for Business*, FTC, available at <https://www.ftc.gov/business-guidance/resources/protecting-personal-information-guide-business> (last visited Aug. 9, 2023).

release of student names and Social Security numbers.<sup>5</sup>

30. Therefore, Defendant knew or should have known of the risks of data breaches and thus should have ensured that adequate protections were in place.

**Defendant Allowed Criminals to Obtain Plaintiff's and the Class' Sensitive Information**

31. Plaintiff and Class Members were obligated to provide Defendant with their Sensitive Information as part of their relationships with Defendant.

32. Due to inadequate security against unauthorized intrusion, including but not limited to Defendant's disclosure of Plaintiff and Class Members' Sensitive Information to a third-party, cybercriminals breached Plaintiff's and the Class' Sensitive Information on or about May 30, 2023. This Data Breach resulted in the criminals unlawfully obtaining access to students' Sensitive Information.

**Data Breaches Lead to Identity Theft**

33. Data breaches are more than just technical violations of their victims' rights. By accessing a victim's personal information, the cybercriminal can ransack the victim's life: withdraw funds from bank accounts, get new credit cards or loans in the victims' name, lock the victim out of his or her financial or social media accounts, send out fraudulent communications masquerading as the victim, file false tax returns, destroy their credit rating, and more.

34. Indeed, Plaintiff has already been the victim of three credit card fraud attempts following the Data Breach, which resulted in Plaintiff having to spend numerous hours over several weeks to work with her bank to investigate the fraudulent activity, and to receive new credit cards.

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<sup>5</sup> <https://www.columbiaspectator.com/the-eye/2019/03/01/what-is-columbia-doing-with-your-data/> (last accessed Nov. 8, 2023).

35. As the United States Government Accountability Office noted in a June 2007 report on data breaches (“GAO Report”), identity thieves use identifying data such as Social Security Numbers to open financial accounts, receive government benefits, and incur charges and credit in a person’s name.<sup>6</sup> As the GAO Report states, this type of identity theft is more harmful than any other because it often takes time for the victim to become aware of the theft, and the theft can impact the victim’s credit rating adversely.

36. In addition, the GAO Report states that victims of this type of identity theft will face “substantial costs and inconvenience repairing damage to their credit records.”<sup>7</sup>

37. Identity theft victims are frequently required to spend many hours and large sums of money repairing the adverse impact to their credit. Identity thieves use stolen personal information for a variety of crimes, including credit card fraud, phones or utilities fraud, and bank/finance fraud.

38. There may be a time lag between when sensitive information is stolen and when it is used. According to the GAO Report:

“[L]aw enforcement officials told us that in some cases, stolen data may be held for up to a year or more before being used to commit identity theft. Further, once stolen data have been sold or posted on the Web, fraudulent use of that information may continue for years. As a result, studies that attempt to measure the harm resulting from data breaches cannot necessarily rule out all future harm.”<sup>8</sup>

39. With access to an individual’s Sensitive Information, cyber criminals can do more than just empty a victim’s bank account – they can also commit all manners of fraud, including:

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<sup>6</sup> See *Personal Information: Data Breaches Are Frequent, but Evidence of Resulting Identity Theft Is Limited; However, the Full Extent is Unknown* (June 2007), United States Government Accountability Office, available at <https://www.gao.gov/products/gao-07-737> (last visited Aug. 9, 2023).

<sup>7</sup> *Id.* at 9.

<sup>8</sup> *Id.* at 29

obtaining a driver's license or official identification card in the victim's name but with the thief's picture; using the victim's name and Social Security Number to obtain government benefits; or filing a fraudulent tax return using the victim's information.

40. Such personal information is such a crucial commodity to identity thieves that once the information has been compromised, criminals often trade the information on the "cyber black-market" for years. As a result of recent large-scale data breaches, identity thieves and cyber criminals have openly posted stolen credit card numbers, Social Security Numbers, and other Sensitive Information directly on various Internet websites making the information publicly available.

41. Defendant has still failed to date to send Plaintiff and Class Members notification letters informing them about the Data Breach, despite the breach happening on approximately May 30, 2023 – over five months ago.

**Defendant's Records and Data Policies and Its Negligent Failure to Meet Them**

42. In the ordinary course of, and as a condition of, her enrollment as a student at Columbia University, Plaintiff, like thousands of other students, alumni, applicants, faculty, and/or staff, provided Sensitive Information, including but not limited to her Social Security Number, to Defendant.

43. Defendant maintains this Sensitive Information within its data infrastructure, including within third-party vendors' systems as a result of Defendant's disclosures to said third-parties such as Progress Software.

44. Furthermore, Plaintiff and Class Members all entered into agreements with Defendant as part of, and as a precondition to, application and enrollment at Columbia University. These agreements contained or implied representations that Defendant would protect



Members' Sensitive Information.

45. Indeed, Defendant publicly posts policies regarding information security, including a "Retention of Student Education Records."<sup>9</sup>

46. Defendant's Retention of Student Education Records policy "describes University and School/Department responsibilities for the retention of, access to, and disposal of student education records."<sup>10</sup>

47. The policy bears an "Effective Date" of January 1, 2017.<sup>11</sup>

48. The policy specifies that for "Disposal of Applicant/Student Documents" that "[a]ny documents that contain non-public information about applicants and students — especially sensitive items such as applications for admission ... or private addresses — should receive special handling when retention is no longer necessary. They should either be shredded or destroyed in some way that maintains complete confidentiality and security."<sup>12</sup>

49. Defendant Columbia University also has a policy termed "Registration And Protection of Systems Policy."<sup>13</sup>

50. Defendant's Registration And Protection Systems Policy "[d]escribes the requirements for the security controls that protect Systems that process, transmit and/or store University Data..."<sup>14</sup>

51. The policy bears an "Effective Date" of October 2013, and has been revised four

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<sup>9</sup> <https://universitypolicies.columbia.edu/content/retention-student-education-records> (last accessed Nov. 7, 2023).

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> <https://universitypolicies.columbia.edu/content/registration-and-protection-systems-policy> (last accessed Nov. 7, 2023).

<sup>14</sup> *Id.*

times, including: November 2014; September 2016; October 2017; and July 2019.<sup>15</sup>

52. The policy specifies that Columbia has “Additional Protection Requirements for Systems Containing Sensitive Data.”<sup>16</sup>

53. Furthermore, the policy specifies that Columbia provides “Additional Protections for Credit Card Information.”<sup>17</sup>

54. Within this subsection of the policy, Columbia states that “Cardholder Data (‘CHD’) and Sensitive Authentication Data are not captured, stored, processed or transmitted on University Servers or the University Network other than encrypted CHD through a PCI-validated Point-to-Point Encryption (P2PE) Solution.”<sup>18</sup>

55. On information and belief, Defendant did not comply with these policies, which would have and should have prevented the dissemination of Plaintiff and class members’ Sensitive Information. But Plaintiff experienced multiple fraud issues soon after the Data Breach.

56. Finally, Defendant has an “Electronic Data Security Breach Reporting and Response Policy.”<sup>19</sup>

57. Defendant’s Electronic Data Security Breach Reporting and Response Policy “establishe[s] measures that must be taken to report and respond to a possible breach or compromise of Sensitive Data...”<sup>20</sup>

58. The policy bears an “Effective Date” of October 2013, and has been revised three

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<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> <https://universitypolicies.columbia.edu/content/electronic-data-security-breach-reporting-and-response-policy> (last accessed Nov. 7, 2023).

<sup>20</sup> *Id.*

times, including: November 2014; February 2017; and July 2019.<sup>21</sup>

59. The Electronic Data Security Breach Reporting and Response Policy states that, in the event of a data breach, “Each Information Security Office will establish detailed internal procedures for compliance, external and internal communications, oversight of the investigation and technical support associated with a suspected or actual breach of Sensitive Data. The specific incident response procedures are set forth in the applicable Information Security and Privacy Incident Procedure and Checklist.”<sup>22</sup>

60. It also states that “Based on the severity of the incident, an appropriate response action will be taken.”<sup>23</sup>

61. But this was a severe incident, and Columbia’s response was not appropriate. Indeed, **Columbia still has yet to notify students that their Sensitive Information was compromised.**

62. The purpose of these aforementioned policies is to provide a higher degree of care and protection when collecting and recording Sensitive Information.

63. The policies also provide implied and expressed representations to students that Columbia has adequate procedures in place to prevent the disclosure of their Sensitive Information, as well as adequate procedures in place to respond to attempted and/or actual data breaches.

64. By obtaining, collecting, using, and deriving a benefit from Plaintiff’s and Class Members’ Sensitive Information, Defendant assumed legal and equitable duties and knew or should have known that it was responsible for protecting Plaintiff’s and Class Members’

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<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> *Id.*

Sensitive Information from unauthorized disclosure.

65. Defendant compounded the actual and potential harm arising from the Data Breach by failing to notify Plaintiff and other Class Members of the compromise of their personal information, as Defendant has still not sent out any notification to students. Defendant's delay in notifying Plaintiff and the Class the full extent to which they were victims of the Data Breach will dilute any salutary effect that might come from these future suggestions.

66. Defendant's security failure demonstrates that it failed to honor its duties and promises by not:

- (a) Maintaining an adequate data security system to reduce the risk of data breaches and cyber-attacks;
- (b) Adequately protecting Plaintiff's and the Class Members' Sensitive Information;
- (c) Abiding by its own stated policies and procedures with respect to Sensitive Information;
- (d) Properly monitoring its own data security systems for existing intrusions; and
- (e) Ensuring that agents, employees, and others with access to Sensitive Information employed reasonable security procedures.

67. Plaintiff and all members of the Class have consequently suffered harm by virtue of the compromise and exposure of their Sensitive Information – including, but not limited to, (i) an imminent risk of future identity theft; (ii) lost time and money expended to mitigate the threat of identity theft; (iii) diminished value of personal information; and (iv) loss of privacy. Plaintiff and Class Members were also injured because they did not receive the full value of services for which they bargained; educational services plus adequate data security. Plaintiff and all members of the proposed Class are and will continue to be at imminent risk for tax fraud and

identity theft and the attendant dangers thereof for the rest of their lives because their Sensitive Information is in the hands of cyber-criminals.

**Defendant's Inadequate Response to the Data Breach**

68. The Data Breach occurred on approximately May 30, 2023.

69. Defendant was notified of the Data Breach shortly thereafter.

70. To date — over five months after the Data Breach — Defendant has failed to notify Plaintiff or any Class Members of the Data Breach.

**CLASS ALLEGATIONS**

71. Plaintiff seeks to represent a class defined as:

All persons whose Sensitive Information, provided to Defendant as part of their application to, enrollment at, or employment by Columbia University, was exposed to unauthorized access by way of the data breach on or about May 30, 2023. (Hereinafter, the “Class”).

72. Plaintiff reserves the right to amend the above definition, or to propose other or additional classes, in subsequent pleadings and/or motions for class certification.

73. Excluded from the Class are: (i) Defendant; any entity in which Defendant has a controlling interest; the officers and directors of Defendant; and the legal representatives, heirs, successors, and assigns of Defendant; (ii) any judge assigned to hear this case (or any spouse or family member of any assigned judge); (iii) any juror selected to hear this case; and (iv) any and all legal representatives (and their employees) of the parties.

74. Plaintiff additionally seeks to represent a subclass defined as “All members of the Class who are residents of New York.” (Hereinafter, the “New York Subclass”).

75. This action seeks both injunctive relief and damages.

76. Plaintiff and the Class satisfy the requirements for class certification for the following reasons:

77. **Numerosity of the Class.** The Data Breach affected thousands of individuals. Therefore, the members of the Class are so numerous that their individual joinder is impracticable. The precise number of persons in the Class and their identities and addresses may be ascertained or corroborated from Defendant's records. If deemed necessary by the Court, members of the Class may be notified of the pendency of this action.

78. **Existence and Predominance of Common Questions of Law and Fact.** There are question of law and fact common to the Class that predominate over any questions affecting only individual members, including:

- (a) Whether Defendant's data security systems prior to the Data Breach met the requirements of relevant laws;
- (b) Whether Defendant's data security systems prior to the Data Breach met industry standards;
- (c) Whether Plaintiff's and other Class Members' Sensitive Information was compromised in the Data Breach; and
- (d) Whether Plaintiff and other Class Members are entitled to damages as a result of Defendant's conduct.

79. **Typicality.** The claims or defenses of Plaintiff are typical of the claims or defenses of the proposed Class because Plaintiff's claims are based upon the same legal theories and same violations of law. Plaintiff's grievances, like the proposed Class Members' grievances, all arise out of the same business practices and course of conduct by Defendant.

80. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel that is highly experienced in complex class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Class. Furthermore, Plaintiff

has no interests that are antagonistic to those of the Class.

81. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the Class on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

82. In the alternative, the Class may also be certified because:

(a) The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the Defendant;

(b) The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendant has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to

the members of the Class as a whole.

**COUNT I**  
**Negligence**  
**(On Behalf of Plaintiff and the Class)**

83. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

84. Defendant owed a duty to Plaintiff and to the Class to exercise reasonable care in obtaining, securing, safeguarding, properly disposing of and protecting Plaintiff's and Class Members' Sensitive Information within its control from being compromised, including by being accessed by unauthorized third parties. This duty included, among other things, maintaining adequate security measures over its networks and systems — including third parties it disclosed the Sensitive Information to — so as to prevent unauthorized access thereof.

85. Defendant owed a duty of care to the Plaintiff and members of the Class to provide security, consistent with industry standards, to ensure that it adequately protected the Sensitive Information of the individuals who entrusted it to Defendant.

86. Only Defendant was in a position to ensure that its and its vendors' systems were sufficient to protect against the harm to Plaintiff and the members of the Class from the Data Breach.

87. In addition, Defendant had a duty to use reasonable security measures under Section A of the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits “unfair ... practices in or affecting commerce,” including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect confidential data.

88. Defendant's duty to use reasonable care in protecting the Sensitive Information arose not only as a result of the common law and the statutes and regulations described above,



but also because they are bound by, and have committed to comply with, industry standards for the protection of confidential information, as well as its own stated policies.

89. Defendant breached its common law, statutory, and other duties – and thus, was negligent – by failing to use reasonable measures to protect students’ Sensitive Information, and by failing to provide timely notice of the Data Breach, and/or by failing to abide by its own stated policies. The specific negligent acts and omissions committed by Defendant include, but are not limited, to the following:

- (a) Failing to adopt, implement, and maintain adequate security measures to safeguard Plaintiff’s and the Class members’ Sensitive Information;
- (b) Failing to adequately monitor the security of its networks and systems;
- (c) Failing to abide by its own stated policies with respect to Plaintiff’s and the Class Members’ Sensitive Information;
- (d) Allowing unauthorized access to Plaintiff’s and the Class Members’ Sensitive Information; and
- (e) Failing to warn Plaintiff and other Class Members about the full extent of the Data Breach in a timely manner so that they could take appropriate steps to mitigate the potential for identity theft and other damages.

90. Defendant owed a duty of care to the Plaintiff and the members of the Class because they were foreseeable and probable victims of any inadequate security practices.

91. It was foreseeable that Defendant’s failure to use reasonable measures to protect Sensitive Information and to provide timely notice of the full extent of the Data Breach would result in injury to Plaintiff and other Class Members. Further, the breach of security, unauthorized access, and resulting injury to Plaintiff and the members of the Class were

reasonably foreseeable.

92. It was therefore foreseeable that the failure to adequately safeguard Sensitive Information would result in one or more of the following injuries to Plaintiff and the members of the Class: ongoing, imminent, certainly impending threat of identity theft crimes, fraud, and abuse, resulting in monetary loss and economic harm; actual identity theft crimes, fraud, and abuse, resulting in monetary loss and economic harm; loss of confidentiality of the stolen confidential data; the illegal sale of the compromised data on the deep web black market; expenses and/or time spent on credit monitoring and identity theft insurance; time spent scrutinizing bank statements, credit card statements, and credit reports; expenses and/or time spent initiating fraud alerts; decreased credit scores and ratings; lost work time; and other economic and non-economic harm.

93. Defendant knew or reasonably should have known of the inherent risks in collecting and storing the Sensitive Information of Plaintiff and members of the Class and the critical importance of providing adequate security of that information, yet despite the foregoing had inadequate cyber-security systems and protocols in place to secure the Sensitive Information.

94. As a result of the foregoing, Defendant unlawfully breached its duty to use reasonable care to protect and secure the Sensitive Information of Plaintiff and the Class which Plaintiff and members of the Class were required to provide to Defendant as a condition of application to or enrollment at Columbia University.

95. Plaintiff and members of the Class reasonably relied on Defendant to safeguard their information, and while Defendant was in a position to protect against harm from a data breach, Defendant negligently and carelessly squandered that opportunity. As a proximate result, Plaintiff and members of the Class suffered and continue to suffer the consequences of the

Data breach.

96. Defendant's negligence was the proximate cause of harm to Plaintiff and members of the Class.

97. Had Defendant not failed to implement and maintain adequate security measures to protect the Sensitive Information of its students, the Plaintiff's and Class Members' Sensitive Information would not have been exposed to unauthorized access and stolen, and they would not have suffered any harm.

98. However, as a direct and proximate result of Defendant's negligence, Plaintiff and members of the Class have been seriously and permanently damaged by the Data Breach. Specifically, Plaintiff and members of the Class have been injured by, among other things; (1) the loss of opportunity to control how their Sensitive Information is used; (2) diminution of value and the use of their Sensitive Information; (3) compromise, publication and/or theft of the Plaintiff's and the Class Members' Sensitive Information; (4) out-of-pocket costs associated with the prevention, detection and recovery from identity theft and/or unauthorized use of financial accounts; (5) lost opportunity costs associated with their efforts expended and the loss of productivity from addressing as well as attempting to mitigate the actual and future consequences of the breach including, but not limited to, efforts spent researching how to prevent, detect, and recover from identity data misuse; (6) costs associated with the ability to use credit and assets frozen or flagged due to credit misuse, including complete credit denial and/or increased cost of the use, the use of credit, credit scores, credit reports, and assets; (7) unauthorized use of compromised Sensitive Information to open new financial accounts; (8) tax fraud and/or other unauthorized charges to financial accounts and associated lack of access to funds while proper information is confirmed and corrected and/or imminent risk of the

foregoing; (9) continued risks to their Sensitive Information, which remains in Defendant's possession and may be subject to further breaches so long as Defendant fails to undertake appropriate and adequate measures to protect the Sensitive Information in its possession; and (10) future costs in terms of time, effort and money that will be spent trying to prevent, detect, contest and repair the effects of the Sensitive Information compromised as a result of the Data Breach as a remainder of the Plaintiff's and Class Members' lives.

99. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

**COUNT II**  
**Breach Of Implied Contract**  
**(On Behalf of Plaintiff and the Class)**

100. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

101. Plaintiff and members of the Class provided Sensitive Information to Defendant in connection with their obtaining educational services from Defendant and were required to provide their Sensitive Information as a condition of receiving services therefrom.

102. Defendant would not have enrolled Plaintiff, nor enrolled and/or employed any members of the Class, had Plaintiff and members of the Class not provided various forms of Sensitive Information to Defendant, including their Social Security Numbers and other privileged and confidential items of information.

103. Plaintiff and members of the Class had no alternative and did not have any bargaining power with regards to providing their Sensitive Information. Defendant required disclosure of Sensitive Information as a condition to providing its services and/or employment, which the Plaintiff and members of the Class did.

104. When Plaintiff and Class Members paid money and provided their Sensitive Information to Defendant in exchange for services, they entered into implied contracts with Defendant pursuant to which Defendant agreed to safeguard and protect such information and to timely and accurately notify them if their data had been breached and compromised.

105. Defendant solicited and invited prospective students, employees, faculty, and others to provide their Sensitive Information as part of its regular business practices. These individuals accepted Defendant's offers and provided their Sensitive Information to Defendant. In entering into such implied contracts, Plaintiff and the Class reasonably assumed that Defendant's data security practices and policies were reasonable and consistent with industry standards, and that Defendant would use part of the funds received from Plaintiff and the Class to pay for adequate and reasonable data security practices.

106. Plaintiff and the Class would not have provided and entrusted their Sensitive Information to Defendant in the absence of the implied contract between them and Defendant to keep the information secure.

107. Plaintiff and the Class fully performed their obligations under the implied contracts with Defendant.

108. Defendant breached its implied contracts with Plaintiff and the Class by failing to safeguard and protect their Sensitive Information and by failing to provide timely and accurate notice that their personal information was compromised as a result of the Data Breach.

109. As a direct and proximate result of Defendant's breaches of their implied contracts, Plaintiff and the Class sustained actual losses and damages as described herein.

110. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

**COUNT III**  
**Breach of Express Contract**  
**(On Behalf of Plaintiff and the Class)**

111. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

112. Plaintiff and Class Members entered into written agreements with Defendant as part of, and as a precondition to, application to, enrollment in, and/or employment by Columbia University. These agreements contained or incorporated the representations outlined *supra* ¶¶ 45-60 that Defendant would protect and responsibly handle Class Members' Sensitive Information. The agreements involved a mutual exchange of consideration whereby Defendant provided (or committed to considering to provide) educational services and/or compensation for Class Members in exchange for payment or work, respectively, from Class Members.

113. Defendant's failure to abide by its own stated policies and Defendant's failure to protect Class Members' Sensitive Information constitute a material breach of the terms of the agreement by Defendant, as reflected, *inter alia*, in its policies relating to Sensitive Information outlined *supra*.

114. As a direct and proximate result of Defendant's breach of contract with Plaintiff and Class Members, Plaintiff and Class Members have been irreparably harmed.

115. Plaintiff and the Class seek damages, injunctive relief, and other and further relief as the Court may deem just and proper.

**COUNT IV**  
**Violation Of New York General Business Law § 349**  
**(On Behalf of Plaintiff and the New York Subclass)**

116. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

117. Defendant, while operating in New York, engaged in deceptive acts and practices in the conduct of business, trade, and commerce and the furnishing of services, in violation of N.Y. GBL § 349(a). This includes but is not limited to the following:

- (a) Defendant failed to enact adequate privacy and security measures to protect the New York Subclass Members' Sensitive Information from unauthorized disclosure, release, data breaches, and theft, which was a direct and proximate cause of the Data Breach;
- (b) Defendant failed to take proper action following known security risks and prior cybersecurity incidents, which was a direct and proximate cause of the Data Breach;
- (c) Defendant knowingly and deceptively misrepresented that it would maintain adequate data privacy and security practices and procedures to safeguard the Sensitive Information from unauthorized disclosure, release, data breaches, and theft;
- (d) Defendant knowingly and deceptively misrepresented that it would comply with the requirements of relevant federal and state laws pertaining to the privacy and security of Sensitive Information; and
- (e) Defendant failed to abide by its own stated policies pertaining to the privacy and security of Sensitive Information.

118. As a direct and proximate result of Defendant's practices, Plaintiff and other New York Subclass Members suffered injury and/or damages, including, but not limited to, time and expenses related to monitoring their financial accounts for fraudulent activity, an increased, imminent risk of fraud and identity theft, and loss of value of their Sensitive Information.

119. The above unfair and deceptive acts and practices by Defendant were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and other New York Subclass Members that they could not reasonably avoid, which outweighed any benefits to consumers or to competition.

120. Defendant knew or should have known that its data security practices were inadequate to safeguard Sensitive Information entrusted to it, and that risk of a data breach or theft was highly likely. Defendant's actions in engaging in the above-named unfair practices and deceptive acts were negligent, knowing, and willful.

121. Plaintiff, on behalf of herself and the putative New York Subclass, seeks relief under N.Y. GBL § 349(h) for the greater of actual damages (to be proven at trial) and statutory damages of \$50 per violation, injunctive relief, and/or attorneys' fees and costs.

122. Plaintiff and New York Subclass Members seek to enjoin the unlawful deceptive acts and practices described above. Each New York Subclass Member will be irreparably harmed unless the Court enjoins Defendant's unlawful, deceptive actions, because, as detailed herein, Defendant will continue to fail to protect Sensitive Information entrusted to it.

123. Plaintiff and New York Subclass Members seek declaratory relief, restitution for monies wrongfully obtained, disgorgement of ill-gotten revenues and/or profits, injunctive relief prohibiting Defendant from continuing to disseminate its false and misleading statements, and other relief allowable under N.Y. GBL § 349.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:



- (a) For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- (b) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- (c) For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- (d) For prejudgment interest on all amounts awarded;
- (e) For an order of restitution and all other forms of equitable monetary relief;
- (f) For an order directing Defendant to cease the illegal actions detailed herein; and
- (g) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

**DEMAND FOR TRIAL BY JURY**

Plaintiff, individually and on behalf of the Class, demands a trial by jury as to all issues triable of right.

Dated: November 21, 2023

Respectfully submitted,

**BURSOR & FISHER, P.A.**

By: /s/ Matthew A. Girardi  
Matthew A. Girardi

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Email: jwolloch@bursor.com

*Counsel for Plaintiff*

**EXHIBIT A**

**List of Affected Organizations**

ACADEMY OF ART UNIVERSITY  
ACCESSLEX INSTITUTE  
ADAMS STATE UNIVERSITY  
ADELPHI UNIVERSITY  
ADVANCED TECHNOLOGY INSTITUTE  
ALAMANCE COMMUNITY COLLEGE  
ALBERTUS MAGNUS COLLEGE  
ALFRED UNIVERSITY  
ALICE LLOYD COLLEGE  
ALLEN COUNTY COMMUNITY COLLEGE  
ALLEN HIGH SCHOOL  
ALLIANT INTERNATIONAL UNIVERSITY  
AMERICAN CAREER COLLEGE  
AMERICAN COLLEGE OF HEALTHCARE SCIENCES -OR  
AMERICAN UNIVERSITY  
AMERICAN UNIVERSITY OF THE CARIBBEAN  
ANDREW COLLEGE  
ANNA MARIA COLLEGE  
ANNE ARUNDEL COMMUNITY COLLEGE  
ANTIOCH UNIVERSITY  
AQUINAS COLLEGE  
ARCADIA UNIVERSITY  
ARIZONA STATE UNIVERSITY  
ARIZONA WESTERN COLLEGE  
ASCENDIUM  
ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE  
ASPEN UNIVERSITY  
ATHENS STATE UNIVERSITY  
ATLANTIC CAPE COMMUNITY COLLEGE  
ATLANTIC UNIVERSITY COLLEGE  
AUBURN UNIVERSITY  
BAKER UNIVERSITY  
BALDWIN WALLACE UNIVERSITY  
BALL STATE UNIVERSITY  
BANK STREET COLLEGE OF EDUCATION  
BAPTIST HEALTH SCIENCES UNIVERSITY  
BARD COLLEGE  
BARTON COMMUNITY COLLEGE  
BATON ROUGE COMMUNITY COLLEGE  
BEAUFORT COUNTY COMMUNITY COLLEGE

BELHAVEN UNIVERSITY  
BELLARMINE UNIVERSITY  
BELLEVUE COLLEGE  
BELLEVUE WEST HIGH SCHOOL  
BELLIN COLLEGE  
BEMIDJI STATE UNIVERSITY  
BERGEN COMMUNITY COLLEGE  
BERRY COLLEGE  
BETHUNE-COOKMAN UNIVERSITY  
BIG BEND COMMUNITY COLLEGE  
BISMARCK STATE COLLEGE  
BLADEN COMMUNITY COLLEGE  
BLUE RIDGE COMMUNITY AND TECHNICAL COLLEGE  
BLUE RIDGE COMMUNITY COLLEGE  
BLUEFIELD STATE UNIVERSITY  
BLUEFIELD UNIVERSITY  
BOISE STATE UNIVERSITY  
BRAZOS HIGHER EDUCATION AUTHORITY  
BRESCIA UNIVERSITY  
BREVARD COLLEGE  
BREWTON-PARKER COLLEGE  
BRIDGEPORT MILITARY ACADEMY  
BRIGHAM YOUNG UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY - IDAHO  
BROOKDALE COMMUNITY COLLEGE  
BROWARD COLLEGE  
BROWN UNIVERSITY  
BRUNSWICK COMMUNITY COLLEGE  
BUENA VISTA UNIVERSITY  
BUTLER COMMUNITY COLLEGE  
CALDWELL COMMUNITY COLLEGE AND TECHNICAL  
INSTITUTE  
CALDWELL UNIVERSITY  
CALHOUN COMMUNITY COLLEGE  
CALIFORNIA BAPTIST UNIVERSITY -UNDERGRADS  
CALIFORNIA INSTITUTE OF INTEGRAL STUDIES  
CALIFORNIA STATE POLYTECHNIC UNIVERSITY POMONA  
CALIFORNIA STATE UNIVERSITY - CHICO  
CALIFORNIA STATE UNIVERSITY - DOMINGUEZ HILLS  
CALIFORNIA STATE UNIVERSITY - FRESNO  
CALIFORNIA STATE UNIVERSITY - FULLERTON

CALIFORNIA STATE UNIVERSITY - LONG BEACH  
CALIFORNIA STATE UNIVERSITY - LOS ANGELES  
CALIFORNIA STATE UNIVERSITY - SAN BERNARDINO  
CALIFORNIA STATE UNIVERSITY- NORTHRIDGE  
CAMDEN COUNTY COLLEGE  
CAMERON UNIVERSITY  
CAMPBELLSVILLE UNIVERSITY  
CANADA COLLEGE  
CANISIUS COLLEGE  
CAPE FEAR COMMUNITY COLLEGE  
CAPITAL UNIVERSITY COLUMBUS  
CARL ALBERT STATE COLLEGE  
CARL JUNCTION HS  
CARLOS ALBIZU UNIVERSITY  
CAROLINA UNIVERSITY  
CAROLINAS COLLEGE OF HEALTH SCIENCES  
CARROLL COLLEGE  
CARROLL UNIVERSITY  
CARSON-NEWMAN UNIVERSITY  
CARTERET COMMUNITY COLLEGE  
CASE WESTERN RESERVE UNIVERSITY  
CASTLETON UNIVERSITY  
CAZENOVIA COLLEGE  
CECIL COLLEGE  
CENTIER BANK  
CENTRAL ALABAMA COMMUNITY COLLEGE  
CENTRAL CAROLINA TECHNICAL COLLEGE  
CENTRAL CONNECTICUT STATE UNIVERSITY  
CENTRAL MAINE COMMUNITY COLLEGE  
CENTRAL MICHIGAN UNIVERSITY  
CENTRAL NEW MEXICO COMMUNITY COLLEGE  
CENTRAL PIEDMONT COMMUNITY COLLEGE  
CENTRAL TEXAS COLLEGE-TRADITIONAL  
CENTRALIA COLLEGE  
CENTRE COLLEGE  
CFI  
CHAFFEY COMMUNITY COLLEGE  
CHAMBERLAIN UNIVERSITY  
CHANDLER/GILBERT COMMUNITY COLLEGE  
CHARTER OAK STATE COLLEGE  
CHATTANOOGA STATE COMMUNITY COLLEGE

CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY  
CHICAGO STATE UNIVERSITY  
CHIPPEWA VALLEY TECHNICAL COLLEGE  
CITIZEN'S BANK, N.A.  
CITY COLLEGE OF SAN FRANCISCO  
CLARK COLLEGE  
CLARKSON UNIVERSITY  
CLAYTON STATE UNIVERSITY  
CLEMSON UNIVERSITY  
CLEVELAND COMMUNITY COLLEGE  
CLEVELAND STATE UNIVERSITY  
COAHOMA COMMUNITY COLLEGE  
COASTAL CAROLINA COMMUNITY COLLEGE  
COASTAL CAROLINA UNIVERSITY  
COCHISE COLLEGE  
COKER UNIVERSITY  
COLLEGE OF DUPAGE  
COLLEGE OF HEALTH CARE PROFESSIONS- HOUSTON NW  
COLLEGE OF NEW JERSEY  
COLLEGE OF SAINT ROSE  
COLLEGE OF SAN MATEO  
COLLEGE OF SOUTHERN IDAHO  
COLLEGE OF SOUTHERN NEVADA  
COLLEGE OF THE ALBEMARLE  
COLLEGE OF THE CANYONS  
COLLEGE OF THE DESERT  
COLLEGE OF THE HOLY CROSS  
COLLEGE OF THE MAINLAND  
COLLEGE OF THE SISKIYOU  
COLLEGE OF WESTERN IDAHO  
COLLIN COUNTY COMMUNITY COLLEGE  
COLORADO MESA UNIVERSITY  
COLORADO MOUNTAIN COLLEGE  
COLUMBIA STATE COMMUNITY COLLEGE  
COLUMBIA UNIVERSITY  
COMMUNITY COLLEGE OF BEAVER COUNTY  
COMMUNITY COLLEGE OF PHILADELPHIA  
COMMUNITY COLLEGE OF RHODE ISLAND  
COMMUNITY COLLEGE OF VERMONT  
CONCORD UNIVERSITY  
CONCORDIA UNIVERSITY

CORNELL UNIVERSITY  
COWLEY COUNTY COMMUNITY JUNIOR  
CRAVEN COMMUNITY COLLEGE  
CREATIVE ARTS SECONDARY SCHOOL  
CREIGHTON UNIVERSITY  
CRISPUS ATTUCKS HIGH SCHOOL  
CUNY BERNARD M BARUCH COLLEGE  
CUNY BOROUGH OF MANHATTAN COMMUNITY COLLEGE  
CUNY BRONX COMMUNITY COLLEGE  
CUNY BROOKLYN COLLEGE  
CUNY CITY COLLEGE  
CUNY COLLEGE OF STATEN ISLAND  
CUNY GRADUATE SCHOOL AND UNIVERSITY CENTER  
CUNY HOSTOS COMMUNITY COLLEGE  
CUNY HUNTER COLLEGE  
CUNY JOHN JAY COLLEGE OF CRIMINAL JUSTICE  
CUNY KINGSBOROUGH COMMUNITY COLLEGE  
CUNY LAGUARDIA COMMUNITY COLLEGE  
CUNY LEHMAN COLLEGE  
CUNY MEDGAR EVERS COLLEGE  
CUNY NEW YORK CITY COLLEGE OF TECHNOLOGY  
CUNY QUEENS COLLEGE  
CUNY QUEENSBOROUGH COMMUNITY COLLEGE  
CUNY YORK COLLEGE  
CUYAHOGA COMMUNITY COLLEGE  
CUYAMACA COLLEGE  
DALLAS THEOLOGICAL SEMINARY  
DARTMOUTH COLLEGE  
DAVIDSON COLLEGE  
DAVIDSON-DAVIE COMMUNITY COLLEGE  
DE ANZA COLLEGE  
DELAWARE COUNTY COMMUNITY COLLEGE  
DELAWARE TECHNICAL AND COMMUNITY - TERRY  
DELAWARE VALLEY UNIVERSITY  
DELGADO COMMUNITY COLLEGE  
DELTA COLLEGE  
DES MOINES AREA COMMUNITY COLLEGE  
DEVRY UNIVERSITY  
DIVINE MERCY UNIVERSITY  
DOANE UNIVERSITY  
DOMINICAN UNIVERSITY NEW YORK



DORDT UNIVERSITY  
DRAKE UNIVERSITY  
DREW UNIVERSITY  
DRURY UNIVERSITY  
DUNWOODY COLLEGE OF TECHNOLOGY  
DURHAM TECHNICAL COMMUNITY COLLEGE  
DYERSBURG STATE COMMUNITY COLLEGE  
D'YOUVILLE UNIVERSITY  
EAST STROUDSBURG UNIVERSITY  
EAST TENNESSEE STATE UNIVERSITY  
EASTERN GATEWAY COMMUNITY COLLEGE  
EASTERN IOWA COMMUNITY COLLEGE DISTRICT  
EASTERN MENNONITE UNIVERSITY  
EASTERN NEW MEXICO UNIVERSITY  
EASTERN OKLAHOMA STATE COLLEGE  
EASTERN UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
ECPI UNIVERSITY  
EDGECOMBE COMMUNITY COLLEGE  
EDMONDS COLLEGE  
EDUCATION INVESTMENT  
EDUCATIONAL CREDIT MGT CORPORATION  
EFP WAREHOUSE FUNDING 3 LLC  
ELLSWORTH COMMUNITY COLLEGE  
ELMHURST UNIVERSITY  
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - DAYTONA  
EMMANUEL UNIVERSITY  
EMORY UNIVERSITY  
EMPIRE STATE UNIVERSITY  
EMPORIA STATE UNIVERSITY  
ENDICOTT COLLEGE  
ENTERPRISE STATE COMMUNITY COLLEGE  
ERIKSON INSTITUTE  
ESSEX COUNTY COLLEGE  
ESTRELLA MOUNTAIN COMMUNITY COLLEGE  
EVERETT COMMUNITY COLLEGE  
FAIRFIELD UNIVERSITY  
FAIRLEIGH DICKINSON UNIVERSITY - TEANECK  
FAULKNER UNIVERSITY  
FAYETTEVILLE STATE UNIVERSITY  
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

FELICIAN UNIVERSITY  
FIELDING GRADUATE UNIVERSITY  
FINANCE AUTHORITY OF MAINE  
FIRSTMARK SERVICED TRUST  
FIRSTMARK SERVICES  
FITCHBURG STATE UNIVERSITY  
FLETCHER TECHNICAL COMMUNITY COLLEGE  
FLORENCE-DARLINGTON TECH COLLEGE  
FLORIDA COLLEGE  
FLORIDA GATEWAY COLLEGE  
FLORIDA INSTITUTE OF TECHNOLOGY  
FLORIDA INTERNATIONAL UNIVERSITY  
FLORIDA SOUTHERN COLLEGE  
FLORIDA STATE COLLEGE AT JACKSONVILLE  
FOND DU LAC TRIBAL and COMMUNITY COLLEGE  
FOOTHILL COLLEGE  
FORDHAM UNIVERSITY  
FORSYTH TECHNICAL COMMUNITY COLLEGE  
FRANKLIN PIERCE UNIVERSITY  
FRESNO CITY COLLEGE  
FRESNO PACIFIC UNIVERSITY  
FRONTIER NURSING UNIVERSITY  
FULL SAIL UNIVERSITY  
GADSDEN STATE COMMUNITY COLLEGE  
GALEN COLLEGE OF NURSING  
GASTON COLLEGE  
GATEWAY COMMUNITY COLLEGE  
GATEWAY COMMUNITY COLLEGE  
GEORGE C WALLACE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
GEORGE MASON UNIVERSITY  
GEORGE WASHINGTON HIGH SCHOOL  
GEORGE WASHINGTON UNIVERSITY  
GEORGETOWN UNIVERSITY  
GEORGIA GWINNETT COLLEGE  
GEORGIA HIGHLANDS COLLEGE  
GEORGIA INSTITUTE OF TECHNOLOGY  
GEORGIA STATE UNIVERSITY  
GODDARD COLLEGE  
GOLDEN WEST COLLEGE  
GOLDMAN SACHS BANK USA

GONZAGA UNIVERSITY  
GORDON-CONWELL THEOLOGICAL - HAMILTON  
GRAMBLING STATE UNIVERSITY  
GRAND CANYON UNIVERSITY-TRADITIONAL  
GRAND RAPIDS COMMUNITY COLLEGE  
GREAT BASIN COLLEGE  
GREENVILLE TECHNICAL COLLEGE  
GREENVILLE UNIVERSITY  
GROSSMONT COLLEGE  
GUILFORD TECHNICAL COMMUNITY COLLEGE  
GULF COAST STATE COLLEGE  
GWYNEDD MERCY UNIVERSITY  
HALIFAX COMMUNITY COLLEGE  
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY  
HARRIS-STOWE STATE UNIVERSITY  
HARTWICK COLLEGE  
HARVARD UNIVERSITY  
HAYWOOD COMMUNITY COLLEGE  
HEARTLAND COMMUNITY COLLEGE  
HENNEPIN TECHNICAL COLLEGE  
HENRY FORD COLLEGE  
HIGHLAND COMMUNITY COLLEGE  
HILL COLLEGE  
HILLSBOROUGH COMMUNITY COLLEGE  
HOOD THEOLOGICAL SEMINARY  
HORN HIGH SCHOOL  
HORRY-GEORGETOWN TECHNICAL COLLEGE  
HOUSATONIC COMMUNITY COLLEGE  
HOWARD COMMUNITY COLLEGE  
HOWARD UNIVERSITY  
HUDSON COUNTY COMMUNITY COLLEGE  
HUTCHINSON COMMUNITY COLLEGE  
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI  
ILLINOIS COLLEGE  
ILLINOIS EASTERN C C  
ILLINOIS STUDENT ASSISTANCE COMMISSION  
INDEPENDENCE COMMUNITY COLLEGE  
INDIAN HILLS COMMUNITY COLLEGE  
INDIANA WESLEYAN UNIVERSITY  
INTER AMERICAN UNIV OF PUERTO RICO

INTER AMERICAN UNIV OF PUERTO RICO- BAYAMON  
CAMPUS  
INTER AMERICAN UNIV OF PUERTO RICO- LAW  
INTER AMERICAN UNIV OF PUERTO RICO- METRO CAMPUS  
INTERDENOMINATIONAL THEOLOGICAL  
INVER HILLS COMMUNITY COLLEGE  
IONA UNIVERSITY  
IOWA CENTRAL COMMUNITY COLLEGE  
IOWA STATE UNIVERSITY  
IOWA WESTERN COMMUNITY COLLEGE  
IRVINE VALLEY COLLEGE  
ISOTHERMAL COMMUNITY COLLEGE  
J F DRAKE STATE TECHNICAL COLLEGE  
JACKSON COLLEGE  
JACKSON STATE COMMUNITY COLLEGE  
JACKSON STATE UNIVERSITY  
JAMES MADISON UNIVERSITY  
JAMES SPRUNT COMMUNITY COLLEGE  
JEFFERSON COLLEGE  
JOHN BROWN UNIVERSITY - MAIN CAMPUS  
JOHN CARROLL UNIVERSITY  
JOHNSTON COMMUNITY COLLEGE  
KEAN UNIVERSITY  
KELLOGG COMMUNITY COLLEGE  
KENNESAW STATE UNIVERSITY  
KENT STATE UNIVERSITY  
KEYBANK NATIONAL ASSOCIATION  
KING'S COLLEGE  
KIRKWOOD COMMUNITY COLLEGE  
KLAMATH COMMUNITY COLLEGE  
LAGRANGE COLLEGE  
LAKE ERIE COLLEGE OF OSTEOPATHIC  
LAKE FOREST GRADUATE SCHOOL OF MANAGEMENT  
LAKE SUPERIOR STATE UNIVERSITY  
LAKESHORE TECHNICAL COLLEGE  
LAKE-SUMTER STATE COLLEGE  
LANE COLLEGE  
LARAMIE COUNTY COMMUNITY COLLEGE  
LE MOYNE COLLEGE  
LEBANON VALLEY COLLEGE  
LEHIGH CARBON COMMUNITY COLLEGE

LEHIGH UNIVERSITY  
LENOIR COMMUNITY COLLEGE  
LETOURNEAU UNIVERSITY  
LEWIS-CLARK STATE COLLEGE  
LIBERTY HIGH SCHOOL  
LIMESTONE UNIVERSITY  
LINDENWOOD UNIVERSITY  
LONE STAR COLLEGE SYSTEM DISTRICT  
LONG ISLAND UNIVERSITY  
LONGWOOD UNIVERSITY  
LOUISIANA CHRISTIAN UNIVERSITY  
LOUISIANA DELTA COMMUNITY COLLEGE  
LOUISIANA STATE UNIVERSITY - SHREVEPORT  
LOUISIANA STATE UNIVERSITY AT ALEXANDRIA  
LOYOLA MARYMOUNT UNIVERSITY  
LOYOLA UNIVERSITY CHICAGO  
LOYOLA UNIVERSITY IN NEW ORLEANS  
LYNN UNIVERSITY  
MACOMB COMMUNITY COLLEGE  
MANCHESTER COMMUNITY COLLEGE  
MANHATTAN AREA TECHNICAL COLLEGE  
MANHATTAN COLLEGE  
MANHATTANVILLE COLLEGE  
MARIA COLLEGE  
MARIAN UNIVERSITY  
MARIAN UNIVERSITY  
MARQUETTE UNIVERSITY  
MARSHALL UNIVERSITY HUNTINGTON  
MARSHALLTOWN COMMUNITY COLLEGE  
MARTIN COMMUNITY COLLEGE  
MARYLAND UNIVERSITY OF INTEGRATIVE HEALTH  
MARYWOOD UNIVERSITY  
MASSACHUSETTS MARITIME ACADEMY  
MCDOWELL TECHNICAL COMMUNITY COLLEGE  
MCHENRY COUNTY COLLEGE  
MCLENNAN COMMUNITY COLLEGE  
MCNEESE STATE UNIVERSITY  
MEDAILLE UNIVERSITY  
MERCED COLLEGE  
MERCY COLLEGE OF OHIO  
MEREDITH COLLEGE

MESABI RANGE COLLEGE  
METHODIST UNIVERSITY  
METROPOLITAN COMMUNITY COLLEGE  
METROPOLITAN STATE UNIVERSITY  
MGH INSTITUTE OF HEALTH PROFESSIONS  
MIAMI UNIVERSITY  
MICHIGAN FINANCE AUTHORITY  
MICHIGAN STATE UNIVERSITY  
MICHIGAN TECHNOLOGICAL UNIVERSITY  
MID AMERICA CHRISTIAN UNIVERSITY  
MID MICHIGAN COLLEGE  
MID PLAINS COMMUNITY COLLEGE  
MIDAMERICA NAZARENE UNIVERSITY  
MIDDLESEX COLLEGE  
MIDDLESEX COMMUNITY COLLEGE  
MIDLAND UNIVERSITY  
MIDWAY UNIVERSITY  
MILDRED ELLEY SCHOOL  
MILLIKIN UNIVERSITY  
MILLSAPS COLLEGE  
MILWAUKEE AREA TECH COLLEGE  
MILWAUKEE LUTHERAN HIGH SCHOOL  
MINNESOTA OFFICE OF HIGHER EDUCATION  
MINNESOTA STATE UNIVERSITY - MANKATO  
MINNESOTA STATE UNIVERSITY MOORHEAD  
MISSISSIPPI COLLEGE  
MISSOURI STATE UNIVERSITY  
MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY  
MITCHELL COMMUNITY COLLEGE  
MOBERLY AREA COMMUNITY COLLEGE  
MODESTO JUNIOR COLLEGE  
MOLLOY UNIVERSITY  
MONROE COLLEGE  
MONROE COMMUNITY COLLEGE  
MONTCLAIR STATE UNIVERSITY  
MONTEREY PENINSULA COLLEGE  
MONTREAT COLLEGE  
MOREHEAD STATE UNIVERSITY  
MOUNT MARTY UNIVERSITY  
MOUNT MARY UNIVERSITY  
MOUNT SAINT MARY COLLEGE

MOUNT ST MARY'S UNIVERSITY  
MPOWER FINANCING  
MUHLENBERG COLLEGE  
MUSKEGON COMMUNITY COLLEGE  
MYCOMPUTERCAREER AT COLUMBUS  
NASH COMMUNITY COLLEGE  
NASHVILLE STATE COMMUNITY COLLEGE  
NASSAU COMMUNITY COLLEGE  
NATIONAL STUDENT LOAN PROGRAM  
NATIONAL UNIVERSITY  
NCMSLT I  
NELNET BANK, INC.  
NELNET INC.  
NEUMONT COLLEGE OF COMPUTER SCIENCE  
NEVADA STATE UNIVERSITY  
NEW ENGLAND COLLEGE - SEMESTERS - DAYO  
NEW ENGLAND COLLEGE OF OPTOMETRY  
NEW JERSEY INSTITUTE OF TECHNOLOGY  
NEW MEXICO STATE UNIVERSITY-MAIN  
NEW MEXICO STUDENT LOANS  
NEW YORK COLLEGE OF HEALTH PROFESSIONS  
NEW YORK INSTITUTE OF TECHNOLOGY- OLD WESTBURY  
NEW YORK UNIVERSITY  
NIAGARA COUNTY COMMUNITY COLLEGE  
NICHOLS COLLEGE  
NIGHTINGALE COLLEGE  
NORFOLK STATE UNIVERSITY  
NORMANDALE COMMUNITY COLLEGE  
NORTH CAROLINA CENTRAL UNIVERSITY  
NORTH CAROLINA STATE UNIVERSITY  
NORTH CAROLINA WESLEYAN COLLEGE  
NORTH CENTRAL TEXAS COLLEGE  
NORTH CENTRAL UNIVERSITY  
NORTH FLORIDA COLLEGE  
NORTH HENNEPIN COMMUNITY COLLEGE  
NORTH IDAHO COLLEGE  
NORTH IOWA AREA COMMUNITY COLLEGE  
NORTH SEATTLE COLLEGE  
NORTH SHORE COMMUNITY COLLEGE  
NORTHCENTRAL UNIVERSITY  
NORTHEAST IOWA COMMUNITY COLLEGE

NORTHEASTERN STATE UNIVERSITY  
NORTHEASTERN TECHNICAL COLLEGE  
NORTHERN ARIZONA UNIVERSITY  
NORTHERN KENTUCKY UNIVERSITY  
NORTHERN MICHIGAN UNIVERSITY  
NORTHERN OKLAHOMA COLLEGE  
NORTHLAND COMMUNITY and TECHNICAL COLLEGE  
NORTHSTAR EDUCATION FINANCE, INC.  
NORTHWEST MISSOURI STATE UNIVERSITY  
NORTHWESTERN STATE UNIVERSITY  
NORTHWESTERN UNIVERSITY  
NORWALK COMMUNITY COLLEGE  
NORWICH UNIVERSITY  
O.D. WYATT HIGH SCHOOL  
OAKWOOD UNIVERSITY  
OCEAN COUNTY COLLEGE  
OGLETHORPE UNIVERSITY  
OKLAHOMA CITY UNIVERSITY  
OKLAHOMA STATE UNIVERSITY - STILLWATER/TULSA  
OLATHE EAST HIGH SCHOOL  
OLD DOMINION UNIVERSITY  
OLIVET NAZARENE UNIVERSITY UG  
OREGON INSTITUTE OF TECHNOLOGY  
OSCEOLA COUNTY SCHOOL FOR THE ARTS  
OSCEOLA HIGH SCHOOL  
OUR LADY OF THE LAKE UNIVERSITY OF SAN ANTONIO  
OXNARD COLLEGE  
PACE UNIVERSITY  
PACIFIC WESTERN BANK  
PALMER COLLEGE OF CHIROPRACTIC  
PAMLICO COMMUNITY COLLEGE  
PANHANDLE PLAINS PERKINS  
PARADISE VALLEY COMMUNITY  
PARK HILL HIGH SCHOOL  
PARK UNIVERSITY  
PASADENA CITY COLLEGE  
PASSAIC COUNTY COMMUNITY COLLEGE  
PAUL SMITH'S COLLEGE  
PAYNE THEOLOGICAL SEMINARY  
PEIRCE COLLEGE  
PELLISSIPPI STATE COMMUNITY COLLEGE



PENINSULA COLLEGE  
PENNSYLVANIA WESTERN UNIVERSITY  
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